www.ocwen.com

# Save your home AND lower your monthly payment!

3/9/2011

Chris Asimakopoulos 1040 East Macarthur Street Sonoma, CA 95476

Save your home AND lower your mortgage payment!

Re:

(5138

Loan No.: Property Address: 1040 East Macarthur Street, SONOMA, CA 95476

Dear Valued Customer:

You have been selected to receive a special "STREAMLINED LOAN MODIFICATION" that will lower your mortgage payment. In fact, your new payment will be only \$4,040.71 per month, including your taxes and insurance if your account was previously escrowed.

- Your modified interest rate will be fixed for the life of the loan.
- You will not be charged any fees or costs related to this offer.

ACT NOW because this offer is part of a specialized initiative program that ends on 3/23/2011. If this great offer does not meet your financial situation, call us at 877-596-8580. There are other options that are part of this initiative program, but the KEY IS TO ACT NOW, because all of the options are tied to this initiative program, and it ends on 3/23/2011.

### What you should do:

To take advantage of this offer you must read, understand and sign the attached agreement. You must also send us the first month's payment. A loan modification changes the original terms of your mortgage, so please make sure you read and understand all the new terms

Make your initial payment in the amount of \$4,040.71 by one of the following certified payment methods. Please reference your Ocwen loan number.

# MONEY GRAM

WESTERN UNION QC

Certified Check of Money Order

Receive Code: 2355 City: Orlando State: FL Loan Number: 70255138 Code City: OCWEN Code State: FLORIDA Loan Number: 70255138

Ocwen Loan Servicing, LLC Attention: INV REL Modification Department 1661 Worthington Rd, Suite 100

(Overnight Delivery)

West Palm Beach, FL 33409

In addition, please sign the enclosed agreement and send it via facsimile to 561-682-7134 or via mail to:

Ocwen Loan Servicing, LLC Attention: INV REL Modification Department 1661 Worthington Rd. Suite 100 West Palm Beach, FL 33409

That's all you have to do to save your home AND improve your mortgage rate!

If you have any questions at all regarding this offer, please call our Home Retention Department at 877-596-8580, and remember

"Helping Homeowners is what we do"

Regards,

Ronald M. Faris President

Exhibit A

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

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### LOAN MODIFICATION AGREEMENT

Ocwen Loan Servicing, LLC ("Ocwen") is offering you this Loan Modification Agreement ("Agreement"), dated 3/9/2011 which modifies the terms of your home loan obligations as described in detail below:

- A. the Mortgage, Deed of Trust, or Security Deed (the "Mortgage"), dated and recorded in the public records of Sonoma County, and
- B. the Note, of the same date and secured by the Mortgage, which covers the real and personal property described in the Mortgage and defined therein as the "Property", located at

### 1040 East Macarthur Street SONOMA, CA 95476

Pursuant to our mutual agreement to modify your Note and Mortgage and in consideration of the promises, conditions, and terms set forth below, the parties agree as follows:

- 1. You understand that the Note and Mortgage will not be modified unless and until (i) you receive from Ocwen a copy of this Agreement signed by Ocwen, (ii) you successfully make the initial payment (as defined below) and (iii) Ocwen receives assurance from the title insurance company insuring the lien of the Mortgage or otherwise confirms to Ocwen's satisfaction that the Mortgage (as modified by this Agreement) continues to enjoy lien priority for the full amount of the Note.
- 2. As of the date of this Agreement, the parties agree that the new amount payable under your Note and the Mortgage is \$771,798.29 ("Unpaid Principal Balance"). Upon modification, your loan will be modified pursuant to the terms of this Agreement (the "Modification") and your Note will become current and not in default.
- 3. In order for the terms of this modification to become effective, you promise to make an initial down payment in the amount of \$4,040.71 on or before 3/23/2011, after which you will commence payments of principal and interest in the amount of \$3,240.79 on May 1, 2011 and continuing on the 1st day of each succeeding month until 9/1/2046, at which time a final balloon payment in an amount equal to all remaining amounts under the Note and Modification will be due.
- 4. Upon Modification, the annual rate of interest charged on the unpaid principal balance of your loan will be converted to a fixed rate of 4.0317%. This rate will remain in effect until the maturity date of your loan.
- 5. Any payments due for taxes and insurance will be your responsibility in addition to the payments of principal and interest required under the terms of this modification.
- 6. You will comply with all other covenants, agreements, and requirements of your Mortgage, including without limitation, the covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that you are obligated to make under the Mortgage, except as otherwise provided herein.
- 7. You understand and agree that:
  - (a) All the rights and remedies, stipulations, and conditions contained in your Mortgage relating to default in the making of payments under the Mortgage will also apply to default in the making of the modified payments hereunder.
  - (b) All covenants, agreements, stipulations, and conditions in your Note and Mortgage will remain in full force and effect, except as herein modified, and none of the your obligations or liabilities under your Note and Mortgage will be diminished or released by any provisions hereof, nor will this Agreement in any way impair, diminish, or affect any of Ocwen's rights under or remedies on your Note and Mortgage, whether such rights or remedies arise there under or by operation of law. Also, all rights of recourse to which Ocwen is presently entitled against any property or any other persons in any way obligated for, or liable on, your Note and Mortgage are expressly reserved by Ocwen.
  - (c) Any expenses incurred in connection with the servicing of your loan, but not yet charged to your account as of the date of this Agreement, may be charged to your account after the date of this Agreement.

INV REL Loan Number ..... 138 Borrowers Initials \_\_\_\_\_

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(d) Nothing in this Agreement will be understood or construed to be a satisfaction or release in whole or in part of your Note and Mortgage.

- (e) You agree to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Ocwen, will bind and inure to your heirs, executors, administrators, and assigns.
- (f) You understand that this agreement is legally binding and that it affects your rights. You confirm that you have had the opportunity to obtain, independent legal counsel concerning this Agreement and are signing this Agreement voluntarily and with full understanding of its contents and meaning.
- You agree that if any document related to the Note or Mortgage and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of your loan as modified, necessary or required to effectuate the terms and conditions of this Agreement, including as may be necessary to perfect or maintain the lien and security interest of the Mortgage, or is otherwise missing, you will comply with Ocwen's request to execute, acknowledge, initial and deliver to Ocwen any documentation Ocwen deems necessary. All documents Ocwen requests of you under this Section 6(g) shall be referred to as "Documents." You agree to deliver the Documents within ten (10) days after you receive Ocwen's written request for such Documents. You further agree that this Agreement and such Documents, if approved and accepted by Ocwen, will bind and inure to your heirs, executors, administrators and assigns. Should you elect not to sign any subsequent Agreement or Document, including instances where an error in terms is detected after execution by both parties and a corrected Agreement is provided to you, your loan will revert to the terms of your original Loan Documents.
- (h) That, to the extent required under applicable law, regulation or rule, the implementation of this modification is dependent on Servicer's receipt of an acceptable title endorsement, or similar title insurance product, or subordination agreements from other existing lien holders, as necessary, to ensure that the modified mortgage loan retains its first lien position and is fully enforceable as required.

Ocwen	Borrower	138
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Ву:	Со-Вотгоwег	

V REL Loan Number 5138 Borrowers Initials \_\_\_\_

Loan Number: 70255138

INVREL

Chris Asimakopoulos 1040 East Macarthur Street Sonoma, CA 95476 3/9/2011

# **BALLOON DISCLOSURE**

Re:

Loan No.: 70255138

Property Address: 1040 East Macarthur Street, SONOMA, CA 95476

Dear Borrower (s):

The loan modification which you have applied for contains a balloon provision. This means that even if you make all payments full and on time, the loan will not be paid in full by the final payment date. A single balloon payment will be due and payable in full on 9/1/2046, provided all payments are made in accordance with the loan terms, and the interest rate does not change for the entire loan term. The balloon payment may be more or less depending on your payment history, and, if you have an adjustable rate mortgage, any interest rate changes that occur during the life of the loan. OCWEN, or any lender to which your loan is transferred or assigned, is under no obligation to finance the amount of the balloon payment. The value of the real estate securing this loan may change during the term of the loan. On the date the balloon payment becomes due, the value of the real estate may not be sufficient to secure a new loan in an amount equal to the balloon payment.

I/we have read the above disclosure and acknowledge receiving a copy by signing below.

Ocwen	Borrower	70255138
Ву:	Co-Borrower	

INV REL Loan Number .55138 Borrowers Initials \_\_\_\_

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